IN THE HIGH COURT OF JUDICATURE AT PATNA
FA No.452 of 1990
KAMLA DEVI
Versus
BIMLA DEVI & ORS
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30 22.10.2008 **I.A. No. 4134 of 2008**

In this application, jointly filed on behalf of the appellant and the respondent no.1, a prayer has been made that the compromise being made between them be accepted and the first appeal may be disposed of in terms of the conditions mentioned in paragraph no.3 of this application. The relevant terms and conditions in paragraph no.3 of the aforementioned interlocutory application reads as follows:-

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"(i) That the premises in question bearing Municipal survey plot no. 166, ward No. old-26 New-38, Holding No. 84 (old) and 221/144 (News). Sheet Nos. 53 is bounded by

North	*:*	*Imambara.*
South	*:*	*Corporation Lane.*
East	*:*	*Akhauri Srivastava Presently Chhote Lal Sao.*
West	*:*	*Corporation Lane.*

(ii) That in the plaint inadvertently the area of the premises has wrongly been mentioned as 24 decimals Municipal but in fact the area of premises is only 2 Decimals i.e. equivalent to 970 sq. ft.

(iii) That the appellant namely Kamla Devi has received Rupees one lacs (rs. 1,00,000/-) in cash from defendant No.1 namely Smt. Bimla Devi in liew of her 50% share in the premises in question.

Iiv) That the appellant or her legal heirs will not

claim her/their right, title or interest in future over the premises in question.

(v) That the respondent No.1 namely Smt. Bimla Devi will mutate her name in the state Govt. as well as Patna Municipal Corporation for entire premises in question for which the appellant will not raise any objection and cooperate in Mutation Proceeding.

(vi) That the appellant will not claim the rent of the premises after June 2008 and respondent No.1 is entitled to get back the amount already deposited in this Hon'ble Court after adjustment at the rate of Rs. 400/- per month in view of order dated 18.09.2006 passed by this Hon'ble Court in the instant case."

In view of the fact that counsel for the parties i.e. the appellant and the respondent no.1 have given to understand that such compromise is on the own volition of the parties and that the Gurunam Singh, Lalan Babu Sonar and Keshav Prasad, who were made defendant nos. 2 to 4, were not the contesting defendants and in fact, only tenants in the premises in question, the compromise as prayed for is allowed and the first appeal would stand disposed of in terms of the aforementioned terms and conditions. Let the compromise petition be treated as part of the compromise decree.

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I.A. No. 4133 of 2008

In this application, the respondent no.1 has made a prayer for refunding of Rs. 21,200/- which has been deposited in this Court under the order of this Court dated 19.8.1992. The counsel for the appellant has no

objection to such a prayer and in that view of the matter, the said I.A. No. 4133 of 2008 is also allowed and the respondent no.1, the petitioner of I.A. No. 4133 is allowed to withdraw the amount of Rs. 21,200/-.

The first appeal itself would stand disposed of.

Rsh **(Mihir Kumar Jha, J.)**

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